



GREATER ORLANDO AVIATION AUTHORITY

PURCHASING CONTRACT 23-104-IFB

WOVEN LEVEL LOOP AND CUT AND LOOP CARPET

CONTRACTOR : BLOOMSBURG CARPET INDUSTRIES, INC.

Contract

This Agreement/Contract is made and entered into effective as of the 8th day of November, 2022 by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **Bloomsburg Carpet Industries, Inc.**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, materials, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing BID 23-104, Woven Level Loop And Cut and Loop Carpet for the Orlando International Airport, at the Orlando International Airport**, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Bid Price Form Page** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Its: _____

Date: _____

Official Seal

Attest:

Secretary

"CONTRACTOR"

Bloomsburg Carpet Industries, Inc.
(Name of Contractor)

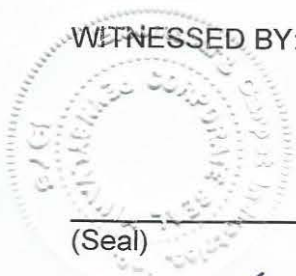
By: [Signature]
(Signature of Owner or General Partner)

Its: VP of Sales
(Title)

James Cody
Name of Owner or General Partner Printed or Typed

Date: 10/25/22

WITNESSED BY:



(Seal)

[Signature]

Approved as to Form and Legality
this 1st day of November, 2022
Nelson Mullins Riley & Scarborough, LLP
By [Signature]
Greater Orlando Aviation Authority

Performance Bond No.: SU1190245

Performance Bond Expiration Date: December 1, 2023

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Bloomsburg Carpet Industries, Inc.
hereinafter called Principal, and
Arch Insurance Company

, a corporation organized under the laws of the State of
Missouri and licensed to do business in the State of Florida,
hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation
Authority, hereinafter called Aviation Authority, in the Penal Sum of **Three Hundred
Thousand Dollars (\$300,000.00)**, for the payment of which sum well and truly made,
Principal and Surety bind ourselves, our heirs, personal representatives, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation
Authority for **Purchasing Bid 23-104, Woven Level Loop And Cut and Loop Carpet for
the Orlando International Airport**, in accordance with the Contract Documents which are
incorporated therein by reference and made a part thereof, and which collectively are herein
referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that the Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or

entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by the Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 24th day of October, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

Bloomsburg Carpet Industries, Inc.
Principal (Name of Contractor)

Tracy L Hoover

Witness

[Signature]

Witness

(Seal)

[Signature]

Witness

Gina Semonelle, Witness for Surety

Witness

By: [Signature]
(Signature)

Its: President
(Title)

Arch Insurance Company
Name of Surety

By: [Signature]
(Signature)

Its: Jospeh T. Catania
Attorney-in-Fact
(Title)

Address: 707 Philadelphia Pike, Wilmington DE 19809

Telephone No.: 877-977-2663

Fax No.: 302-762-7939

E-Mail Address: bondrequest@acsurety.com

[Signature]
(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, Adam Bohman, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Tom Habib who signed the said Bond(s) on behalf of the Principal was then President of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by the authority of its governing body.


Secretary

(Corporate Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brent D. Headley, Christopher R. Smith, Denise A. Medlar, Erica Mundy, Gemma B. Fendler, Gina M. Semonelle, Joseph T. Catania, Mary Lawrence and Richard G. Anderson of Wilmington, DE (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed; Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of September, 2022.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



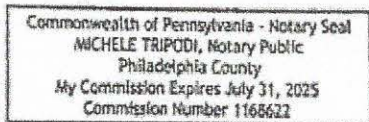
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public

My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 12, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 27th day of October 2022.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Greater Orlando Aviation Authority

Attachment B - Bid Price Form

IFB No.: 23-104 Three Year Contract for Purchase of WOVEN LEVEL LOOP AND CUT AND LOOP CARPET

Bidder's Name: Bloomsburg Carpet Industries, Inc.

DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED.
The Electronically completed spreadsheet must be saved on USB flash drive and included with Bid submittal.

YEAR ONE

ITEM	DESCRIPTION	AA P/N	Carpet Type	UOM	QTY	UNIT PRICE	EXT. PRICE
Woven Level Loop Carpet							
1	Pattern A	N0000615	Field	SQYD	8000	\$ 33.40	\$ 267,200.00
2	Pattern B	N0000616	Border	SQYD	2500	\$ 33.40	\$ 83,500.00
3	Pattern C	N0000617	Exit Lanes	SQYD	500	\$ 33.40	\$ 16,700.00
4	Pattern F	N0013528	Passenger Boarding Bridge	SQYD	1000	\$ 33.40	\$ 33,400.00
Cut and Loop Carpet							
5	Pattern D	N0000618	Field	SQYD	5000	\$ 37.90	\$ 189,500.00
6	Pattern E	N0013527	Solid Green Border	SQYD	2500	\$ 37.90	\$ 94,750.00
YEAR ONE- SUB-TOTAL FOR EACH YEAR							\$ 685,050.00

YEAR TWO

ITEM	DESCRIPTION	AA P/N	Carpet Type	UOM	QTY	UNIT PRICE	EXT. PRICE
Woven Level Loop Carpet							
1	Pattern A	N0000615	Field	SQYD	5000	\$ 33.40	\$ 167,000.00
2	Pattern B	N0000616	Border	SQYD	2500	\$ 33.40	\$ 83,500.00
3	Pattern C	N0000617	Exit Lanes	SQYD	500	\$ 33.40	\$ 16,700.00
4	Pattern F	N0013528	Passenger Boarding Bridge	SQYD	1000	\$ 33.40	\$ 33,400.00
Cut and Loop Carpet							
5	Pattern D	N0000618	Field	SQYD	8000	\$ 37.90	\$ 303,200.00
6	Pattern E	N0013527	Solid Green Border	SQYD	2500	\$ 37.90	\$ 94,750.00
YEAR TWO- SUB-TOTAL FOR EACH YEAR							\$ 698,550.00

Greater Orlando Aviation Authority

Attachment B - Bid Price Form

IFB No.: 23-104 Three Year Contract for Purchase of WOVEN LEVEL LOOP AND CUT AND LOOP CARPET

Bidder's Name: Bloomsburg Carpet Industries, Inc.

**DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED.
The Electronically completed spreadsheet must be saved on USB flash drive and included with Bid submittal.**

YEAR THREE

ITEM	DESCRIPTION	AA P/N	Carpet Type	UOM	QTY	UNIT PRICE	EXT. PRICE
Woven Level Loop Carpet							
1	Pattern A	N0000615	Field	SQYD	6000	\$ 33.40	\$ 200,400.00
2	Pattern B	N0000616	Border	SQYD	2500	\$ 33.40	\$ 83,500.00
3	Pattern C	N0000617	Exit Lanes	SQYD	500	\$ 33.40	\$ 16,700.00
4	Pattern F	N0013528	Passenger Boarding Bridge	SQYD	1000	\$ 33.40	\$ 33,400.00
Cut and Loop Carpet							
5	Pattern D	N0000618	Field	SQYD	8000	\$ 37.90	\$ 303,200.00
6	Pattern E	N0013527	Solid Green Border	SQYD	2500	\$ 37.90	\$ 94,750.00
YEAR THREE- SUB-TOTAL FOR EACH YEAR							\$ 731,950.00
GRAND TOTAL HERE AND ON ATTACHMENT "B" BID PRICE SCHEDULE PAGE.							\$ 2,115,550.00
NOTE: The figure shown should match as the "Total Three (3) Year Bid Price."							

The number of estimated square yards per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of estimated square yardage to differ from the estimates. The Aviation Authority has no obligation to request any estimated square yardage or to require the use of any particular quantity of yards. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Aviation Authority only to pay the price per square yard provided in the successful Bidder's Bid for the services and materials actually requested by the Aviation Authority and satisfactorily provided by the Contractor.

Bidder/Contractor Acknowledgement and Approval

The following information, including an authorized representative signature, is required to be submitted with your bid detail pricing in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described.

Company Name: Bloomsburg Carpet Industries, Inc.

Authorized Signature: 

Printed Name/Title: Adam Bowman / Chief Financial Officer

Date: 22-Aug-22

Attachment A - Bidder's Certification


I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I agree to abide by all conditions of this Solicitation and understand that a background investigation may be conducted by the Aviation Authority prior to start of Contract.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Bidder as its act and deed and that the Bidder is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Bidder has a financial interest in this Solicitation. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	Sworn to and subscribed before me by means of:
Bloomsburg Carpet Industries, Inc.	<input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature 	this day of <u>September 2</u> 20 <u>22</u>
Print Name and Title Adam J. Bowman	by <u>Adam J. Bowman</u> who is
Chief Financial Officer	<input checked="" type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
4999 Columbia Blvd. Bloomsburg, PA 17815	(STATE OF FLORIDA PA Seal
Date <u>9/2/22</u>	COUNTY OF <u>Columbia</u>
Duns Number <u>060494218</u>	Notary Signature: <u>Tracy L Hoover</u>
Federal Tax Id Number <u>23-2957330</u>	Notary Public My Commission Expires: <u>11/1/25</u>
Email: <u>ajbowman@bloomsburgcarpet.com</u>	<div style="border: 1px solid black; padding: 2px;"> Commonwealth of Pennsylvania - Notary Seal Tracy L. Hoover, Notary Public Columbia County My commission expires November 01, 2025 Commission number 1406937 </div> Printed, typed or stamped commissioned name of Notary Public

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers.

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 23-104**

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 6.

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services.

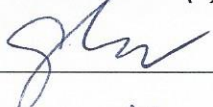
The Bidder agrees to furnish all labor, supervision, materials, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, the refurbishment and repair of wood furniture, located throughout the terminal building at the Orlando International Airport as specified herein. The work includes, but is not limited to, coordination, pick-up, delivery, refurbishment and repair based on a schedule provided by the Aviation Authority as described in the Contract Documents.

23-104 Woven Level Loop and Cut and Loop Carpet

TOTAL THREE (3) YEAR BID PRICE:

Two million One-hundred fifteen thousand five-hundred fifty \$ 2,115,550.00
(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Bid Form Price Sheet (Excel Worksheet) as the "Total Three (3) Year Bid Price."

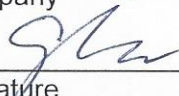
Authorized Signature: 
Name and Title (Typed or Printed): Adam J. Bowman / CFO
Date: 08/22/2022

Attachment C - Addendum Receipt Verification

Bidders must acknowledge each addenda on this form and include with your Bid submittal. Failure to acknowledge and upload EACH addenda may result in a non-responsive Bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>8/29/22</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Bloomsburg Carpet Industries, Inc.
Company


Signature

Adam J. Bowman
Print Name

Chief Financial officer
Title

Attachment D - Bidder's Questionnaire

The following questionnaire is to be completed by the Bidder and provided with its Bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. CONTACT INFORMATION

Name of Company	Bloomsburg Carpet Industries, Inc.
Contact Individual	Jim Cody
Contact Address	4999 Columbia Blvd.
City, State, Zip	Bloomsburg, PA 17815
Telephone Number	570-787-9188
Email Address	jcody@bloomsburgcarpet.com

2. AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign Contracts and related documents to which the Bidder will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Bidder should provide with their Bid submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Tom Habib	President / CEO	Principal
Jim Cody	VP of Sales	Authorized
Adam Bowman	CFO	Authorized

3. EXPERIENCE

- Years in business: 46
- Years in business under this name: 46
- Years performing this type of work: 46

4. **MANUFACTURER:** Bidder is confirming that carpet shall be manufactured in North America.

5. **REFERENCES:** List a minimum of three (3) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Bidder's capabilities and experience. **Note: A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them. Do not list persons who will be unable to answer specific questions regarding the requirements.**

Ref #1. Customer/Client: Orlando Airport
Date of Services: 20+ years
Description of Services: Woven Carpet
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client: Charlotte Airport
Date of Services: 7 years
Description of Services: woven carpet
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client: Tampa Airport
Date of Services: 15+ years
Description of Services: woven Carpet
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #4. Customer/Client: Clearwater Airport
Date of Services: 15+ years
Description of Services: woven carpet
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Attachment E - Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by:

Firm Name:

Bloomsburg Carpet Industries, Inc.

Signature of Authorized Representative:



Name and Title (Print or Type):

Adam J. Bowman, CFO

Date:

08/22/2022

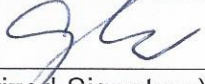
Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Adam J. Bowman

By: 
(Authorized Signature)

Title: CEO

Date: 08/22/2022



September 2, 2022

RE: Bloomsburg Carpet, Inc.

To whom it may concern:

Mid Penn Bank would look to provide a Letter of Credit in the amount of \$300,000 in the event Bloomsburg Carpet is the successful bidder on the contract.

Should you have any questions, please call me at the phone number listed below

Joseph N. Butto

Senior Vice President

Mid Penn Bank

joseph.butto@midpennbank.com

610-898-7725

RENEWAL VERIFICATION
CONTINUATION CERTIFICATE

In consideration of premium charged,
Arch Insurance Company hereby continues in force

BOND No. SU1144108

in the amount of \$239,080.00 Dollars

on behalf of Bloomsburg Carpet Industries, Inc.

as Principal, in favor of Greater Orlando Aviation Authority

for the period beginning December 1, 2021

subject to all terms and conditions of said bond;

PROVIDED that the liability of Arch Insurance Company
shall not exceed in the aggregated amount above written, whether the loss shall have occurred during the
term of said bond or during any continuation or continuations thereof, or partly during said term and partly
during any continuation or continuations thereof.

Anniversary Premium Period:
December 1, 2021 - December 1, 2022

SIGNED AND SEALED THIS September 15, 2021

Arch Insurance Company

Surety

By: Gina M. Semonelle
Gina M. Semonelle Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brent D. Headley, Denise A. Medlar, Gina M. Semonelle, Joseph T. Catania, Mary Lawrence and Richard G. Anderson of Wilmington, DE (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of July, 2021.

Attested and Certified

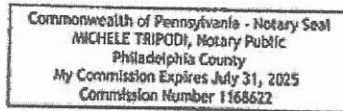
Regan A. Shulman
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 22, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of September 2021.

Regan A. Shulman
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Attachment K – E-Verification Certification Form – NOT to be removed

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Bidder, Vendor or Contractor).

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

I hereby acknowledge and agree that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

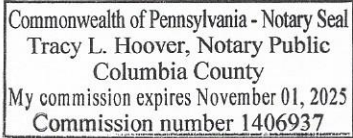
Company Name: Bloonsburg Carpet Industries, Inc.

Authorized Name: Adam J. Bowman Title: Cfo

Signature: [Handwritten Signature] Date 9/2/22

State of Pennsylvania

County of Columbia



This instrument was acknowledged before me on 9/2/22 (Date)

Notary Public Signature Tracy L Hoover

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bloomsburg Carpet Industries, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4999 Columbia Blvd.

6 City, state, and ZIP code
Bloomsburg, PA 17815

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
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or

Employer identification number

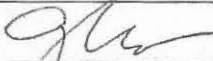
2	3	-	2	9	5	7	3	3	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person ►  | Date ► 10/21/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-G (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

23-104 - IFB

WOVEN LEVEL LOOP AND CUT AND LOOP CARPET

DATE OF ISSUE: Sunday, August 7, 2022.

PRE- BID CONFERENCE OR GOTOMEETING: Tuesday, August 16, 2022, at 10:00 a.m. EST

Bidders may attend in person or via GoToMeeting.

Tuesday, August 16, 2022, at 10:00 a.m.

PRE-BID LOCATION: Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida, 32827 or attend virtually via a GoToMeeting:

<https://global.gotomeeting.com/join/479965693>

United States (Toll Free): 1 866 899 4679 Access Code: 479965693

DEADLINE FOR QUESTIONS: Monday, August 22, 2022, at 5:00 p.m. EST

DIRECT ALL QUESTIONS & INQUIRIES TO:

Rasha Al Khalil
Senior Purchasing Agent
Phone: (407)-825-6420
Email: rasha.alkhalil@goaa.org

SUBMIT BIDS TO:

Greater Orlando Aviation Authority
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

IFB DUE: Wednesday, September 7, 2022, at 11:00 am, EST

ADDENDUM NO. 1
TO
PURCHASING BID 23-104-IFB
WOVEN LEVEL LOOP AND CUT AND LOOP CARPET
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

August 29, 2022

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior document

- ITEM 1: Remove Page 75 Attachment K – E-Verification Certification Form: **NOT APPLICABLE**
- ITEM 2: Remove and Replace Page 26. Section 3.4 Materials Specification for Cut and Loop Carpet, Construction (**Pattern E**). The Pile Fiber description has been revised from “lumena” to “**Zeftron**”
- ITEM 3: Remove and Replace Page 27. Section 3.5 Materials Specification for Woven Level Loop Carpet, Construction (**Patterns A, B, and C**). The Total Weight has been revised from “75 ounces” to “**65 ounces**” per square yard, minimum
- ITEM 4: Question: In the warranty section under 3.7 Section C talking about the carpet developing visual-related defects. What exactly does this mean?
- Answer: After the carpet is installed, in the event any visual-related defects are identified, the manufacturer will be made aware and will be responsible for correcting.
- ITEM 5: Question: The documents include only four illustrations for patterns. Are there any images for patterns C and F available?
- Answer: Patterns C and F will be provided to the Contractor at the time of the award.
- ITEM 6: Question: The technical specifications on documents are very precise to what particular woven looms can manufacture. Newer technology looms offer similar to better performance product with slightly varied specifications. Will the bid allow for the submittal of products with slightly different technical specs, provided performance warranties are equal or better?
- Answer: The Aviation Authority will not accept alternatives. Please refer to the specification, Section 3.4 and Section 3.5 of the IFB document
- ITEM 7: The Pre-Bid Meeting PowerPoint presentation is hereby included in this Addendum as Attachment “A”

***** END OF ADDENDUM NO. 1 *****

Rasha Alkhalil

Rasha al Khalil
Senior Purchasing Agent

8/29/2022

Date

(REVISED PER ADDENDUM NO. 1)

Construction (Pattern E):

Type	Wilton, woven through back
Texture	Cut and Loop
Pitch	216
Wires/Inch	8.0
Wire Height	.225" minimum
Frames	3
Pile Weight	56 ounces per square yard, minimum
Pile Fiber	100% nylon, Antron Zeffron continuous filament
Yarn Ply	5
Dye Method	Solution
Backing Material	Synthetic
Back Coating	Latex
Total Weight	76 ounces per square yard, minimum

Characteristics:	Test Method
Construction Units	ASTM1 D5793
Pile Weight	ASTM D5848
Total Weight	ASTM D5848
Fiber Identification	AATCC2 20
Yarn Ply	Visual

Performance Requirements

Attributes	Test Method	Requirements
Flammability:		
Pill Test	ASTM D2859	Pass
Flooring Radiant Panel	ASTM E-648	Class 1
Colorfastness:		
To Light	AATCC 16E	4, after 200 hours
To Ozone	AATCC 129	4.0, after 2 cycles
To Crocking	AATCC 165	5.0 (Wet and Dry)
To Wet Cleaning	AATCC 171	4.0, after 3 cycles
Static	AATCC 134	3.5 kV Maximum.
Tuft Bind	ASTM D-1335	10 lbs. Minimum loop only
Pattern Bow	1" Maximum	
Pattern Bias	1-1/2" Maximum	
Pattern Repeat	1.44 inch in 24 feet	
Indoor Air Quality compliance	ASTM D5116	CRI Green Label or Show equivalent

Note: The pile yarn shall have sufficient twist or entanglement to assure acceptable performance and in combination with the latex encapsulation shall be sufficient to prevent pilling and fuzzing.

3.5 Materials Specification for Woven Level Loop Carpet

Construction (Patterns A, B, and C) – 42 ounces Pile Weight

Type	Wilton, woven through back
Texture	Level Loop
Pitch	216
Wires/Inch	8.0 minimum
Wire Height	.230" minimum
Frames	3
Pile Weight	42 ounces per square yard, minimum
Pile Fiber	100% continuous filament nylon with anti-static and anti-soil protection
Yarn Ply	2, 3, and 4 minimum
Dye Method	Solution
Backing Material	Synthetic
Back Coating	Latex
Total Weight	65 ounces per square yard, minimum

Construction (Pattern F)– 57 Pile Weight

Type	Wilton, woven through back
Texture	Level Loop
Pitch	216
Wires/Inch	8.0 minimum
Wire Height	.225" minimum
Frames	3
Pile Weight	57 ounces per square yard, minimum
Pile Fiber	100% continuous filament nylon with anti-static and anti-soil protection
Yarn Ply	5 minimum
Dye Method	Solution
Backing Material	Synthetic
Back Coating	Latex
Total Weight	75 ounces per square yard, minimum

Performance Requirements (for all patterns):

Attributes	Test Method	Requirements
Flammability:		
Pill Test	ASTM D-2859	Pass
Flooring Radiant Panel	ASTM E-648	Class 1

Thank you for joining the GoToMeeting
Pre-Bid Meeting
For 23-104-IFB Woven Level Loop & Cut And Loop
Carpet
Please send your company information and
Contract person details to:
Rasha.alkhalil@goaa.org



**Pre-Bid Conference
for 23-104-IFB
Purchasing Bid
Woven Level Loop & Cut And Loop Carpet**

- AGENDA**
- Introduction GOAA Staff
 - Important Dates
 - Submission Requirements
 - Minimum Criteria
 - Evaluation and Award Criteria
 - Scope of Services/Specifications
 - Bid Forms
 - Questions
- 23-104 IFB 8/29/2022

INTRODUCTION OF GOAA PARTICIPANTS

Owner Greater Orlando Aviation Authority

Daisy Pagan Authority Authorized Representative - AAR

Rasha Alkhalil Senior Purchasing Agent

23-104 IFB 8/29/2022

SECTION 1.0 GENERAL INFORMATION

- The 23-104-IFB Solicitation documents, responses to inquiries, and Pre-Submittal Conference Presentation will be made available online at the Merrell website:
<https://app.negometrix.com/buyer/5681>
- This presentation is an excerpt from the published Invitation For Bid ("IFB"). Please refer to the website above for the complete versions of all documents applicable to this IFB.

23-104 IFB 8/29/2022

SECTION 1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Last Day of Questions	Monday, August 22, 2022 at 5:00 p.m. EST
Release of Addendum	Monday, August 29, 2022
Deadline for return of Bid	Wednesday, September 7, 2022 at 11:00 a.m. EST
Concessions/Procurement Committee.*	Monday, September 26, 2022

*Sunshine Meeting schedules are posted weekly on the Aviation Authority website.

23-104 IFB 8/29/2022

SECTION 4.4 LOBBYING STATEMENT

- All Bidders are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Bid.
- Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board members (with the exception of the designated Purchasing Liaison).
- Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication.

7 23-104 IFB 8/29/2022

SECTION 6.1 BID OPENING

Written Inquiries
Email to: rasha.alkhalli@goaa.org

Deadline for Submittal of Questions, Request for Clarifications Or Request for Information

Monday, August 22, 2022, 5:00 p.m., EST

Opening Date

Wednesday, September 7th, 2022, 11:00 a.m. EST

8 23-104 IFB 8/29/2022

SECTION 1.7 EVALUATION OF BID AWARD

The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid meeting specifications.

- For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.
- In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
 - Total Cost.
 - Past Performance.
 - All technical specifications/requirements associated with this Bid as described in **Section 3**
- Bidders shall provide the documentation as listed in Section 6, Bid Submittals.

9 23-104 IFB 8/29/2022

SECTION 2.2 MINIMUM REQUIREMENTS

Bidders that do not meet the minimum requirements listed under Section 2.2 as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award.

10 23-104 IFB 8/29/2022

SECTION 2.2 MINIMUM REQUIREMENTS

Bidder must have a minimum of five (5) years of experience performing/providing the following:

- Is currently engaged in the business of manufacturing custom-made woven level loop and cut and loop carpet.
- Shall be either the carpet manufacturer or an authorized distributor for products for which they submit a bid. Submitting a bid for a product/brand (or brands) for which a firm is not the carpet manufacturer or an authorized distributor shall render that firm's entire bid nonresponsive.
- Has satisfactorily provided custom-made woven level loop and cut and loop carpet for at least three (3) entities with contracts of similar size and scope of this Contract during such five (5) years period immediately preceding the date.

11 23-104 IFB 8/29/2022

SECTION 2.3 REFERENCE

- Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a minimum of five (5) years of commercial service.
- References shall be for work substantially similar in scope and magnitude satisfactorily completed and shall be able to validate the Bidder's capabilities and experience.
- Note: A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Do not list persons who will be unable to answer specific questions regarding the requirements.

12 23-104 IFB 8/29/2022

SECTION 2.4 SURETY BONDS/LETTERS OF CREDIT / LIABILITY INSURANCE

A Performance Bond is required for this Contract.

- Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Three Hundred Thousand Dollars (\$300,000.00) for the Initial Term.**
- Authority a Performance Bond completed on the Aviation Authority's forms
- Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months.

23-104 IFB 8/29/2022

SECTION 2.5 INSURANCE REQUIREMENTS

The Bidder's submittal shall demonstrate the ability to meet all portions listed in Section 2.5 by providing evidence of one of the following:
Certificate of Insurance on Acord form or form acceptable to Aviation Authority signed affirmation of ability to comply from a licensed insurance agent or insurance quote.

TYPE	AMOUNT
General Liability	\$1,000,000 each occurrence - Non-AOA access/OEA
Automobile Liability	NA
Additional Insured Endorsement	Additional Insured Endorsement. Such above-referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

23-104 IFB 8/29/2022

Section 2.10 Performance/Invoicing

- The Aviation Authority shall, at regular intervals, monitor the performance of the Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. **The Contractor shall submit all invoices to:**
Greater Orlando Aviation Authority, Finance Manager,
P.O. Box 620125, Orlando, Florida 32862-0125.
Invoices may be sent electronically to accounts payable at goaa-ap@goaa.org

23-104 IFB 8/29/2022

SECTION 3.0 SCOPE OF WORK/SPECIFICATIONS

- The Contractor shall manufacture, furnish, sell, and deliver to the Aviation Authority various patterns of custom-made woven level loop and cut and loop carpet and all other items necessary or proper for, or incidental to, providing woven level loop and cut and loop carpet to the Orlando International Airport ("OIA") in accordance with this Specification.
- The carpet consists of several separate patterns. Samples of each pattern and color are available upon request for strike-offs by contacting the Senior Purchasing Agent listed on the cover page.
- Dates for delivery of carpet will be on an as-needed basis and must be scheduled with the Authority's Authorized Representative (AAR) 72 hours in advance.

23-104 IFB 8/29/2022

SECTION 3.0 SCOPE OF WORK/SPECIFICATIONS

Section 3.9 Samples

- Any time during the duration of the contract, the Aviation Authority may request additional carpet samples. In this event, the Aviation Authority will allow the bidder/authorized dealer a maximum of fourteen (14) calendar days after a written request to provide the sample or samples required.

Section 3.10 Ordering and Delivery of Goods

- All items shall be F.O.B. Destination, Freight Prepaid to the Aviation Authority, at:
**Beachline Warehouse
7305 McCoy Road
Orlando, FL 32822**

23-104 IFB 8/29/2022

SECTION 3.0 SCOPE OF WORK/SPECIFICATIONS

Section 3.10 Ordering and Delivery of Goods

- All carpets shall be ordered on an as-needed basis.
- Delivery must be scheduled 72 hours in advance with the AAR.
- All carpets shall be procured by an Aviation Authority Purchase Order(s).
- Delivery of items shall be received within 120 days of receiving the purchase order
- Contract number and Purchase Order number shall be referenced on all correspondence
- Prior to each shipment, the Contractor shall contact the AAR for authorization to ship
- The Contractor shall be escorted by the AAR or the AAR's designee

23-104 IFB 8/29/2022

Section 6.0 Bid Submittals/Attachments

Bid packages shall be sealed and clearly labeled. Must be submitted to:

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

One original Bid clearly marked:

“Purchasing Bid 23-104-IFB, Woven Level Loop And Cut And Loop Carpet at the Orlando International Airport”

One Copy clearly marked
One exact electronic copy of the Bid on an individual electronic USB Flash Drive.

19 23-104 IFB 8/29/2022

Section 6.3 Bid Submittals/Attachments

Failure to complete and turn in the required forms may result in your Bid being determined non-responsive and not considered for award.

- Attachment A -Bidder's Certification Form.
- Attachment B - Bid Price Form.
- Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.
- Attachment D - Bidder's Questionnaire - includes the References' Form.
- Attachment E - Conflict of Interest Disclosure Form.
- Attachment F – Scrutinized Company Certification Form.
- Attachment G - MWBE/LDB/VBE Participation Forms. **Not Applicable**
- Attachment H - Bidder's W-9.
- Attachment I - Certificate of Insurance.
- Attachment J - Letter of Bondability.
- Attachment K – E-Verification Certification Form.
- Attachment L - No Bid Response Form, if applicable.

20 23-104 IFB 8/29/2022

SECTION 6.0 BID SUBMITTALS/ ATTACHMENTS

- Bid Opening will consist of reading aloud the Bidder's Name only. Bid Pricing will not be read aloud in accordance with State Of Florida Statute 119.071 (1):
- Sealed bids, received by an agency pursuant to a competitive solicitation are exempt from FS. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- Notice of Intended Decision will be posted to OrlandoAirports.net within 30 days.

21 23-104 IFB 8/29/2022

REMINDERS

Deadline to Submit Questions:

Monday, August 22, 2022 5:00 p.m. EST.

Email All Questions to: Rasha.alkhalil@goaa.org

Bids are Due:

Wednesday, September 7, 2022, at 11:00 a.m.

22 23-104 IFB 8/29/2022

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
AMERICANS WITH DISBAILITIES ACT	6
1.0 GENERAL INFORMATION.....	7
1.1 Tentative Schedule	7
1.2 Intent/Purpose	7
1.3 Solicitation Information.....	7
1.4 Contract Period/Initial Term	9
1.5 Price Escalation/De-Escalation (CPI).....	9
1.6 Communications; Questions Regarding Specifications or Bidding Process.....	10
1.7 Evaluation of Bid Award	11
1.8 Notice of Intent to Award Contract	11
1.9 Public Meetings/Public Records.....	12
1.10 Code of Ethics and Business Conduct Policy.....	12
2.0 SPECIAL CONDITIONS	13
2.1 Bidder's Qualifications	13
2.2 Minimum Requirements	13
2.3 References	14
2.4 Surety Bonds/Letters of Credit/Liability Insurance	14
2.5 Insurance Requirements.....	19
2.6 Airport Security	22
2.7 Minority and Women Business Enterprise ("MWBE") Participation Program	22
2.8 Local Developing Business ("LDB") Participation Program	22
2.9 Good Faith Effort for MWBE and LDB Participation Program	22
2.10 Performance/Invoicing	23
3.0 SCOPE OF WORK/SPECIFICATIONS	24
3.1 General Scope of Work.....	24
3.2 Regulations.....	24
3.3 Safety and Protection.....	25
3.4 Materials Specification for Cut and Loop Carpet	25
3.5 Materials Specification for Woven Level Loop Carpet	27
3.6 Contractor's Performance Requirements	28
3.7 Warranty	29
3.8 Quality Control	29
3.9 Samples.....	30
3.10 Ordering and Delivery of Goods.....	30
3.11 Exhibits	32
4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS.....	33
4.1 Awards.....	33
4.2 Additional Terms & Conditions	33
4.3 Purchasing Contracts With Other Governmental Entities	33
4.4 Lobbying Statement	33
4.5 Whistle Blower Reporting Line	34
4.6 EEO Statement.....	34
4.7 Federal Fair Labor Standards Act	34
4.8 Occupational Safety And Health Act of 1970.....	34
4.9 Discounts	35
4.10 Pricing.....	35
4.11 Incurred Cost	35

4.12	Taxes.....	35
4.13	Errors.....	35
4.14	Silence of Specifications	35
4.15	Assignment.....	35
4.16	Indemnification.....	36
4.17	Patents and Royalties	37
4.18	Software License to Contractor.....	38
4.19	Warranty Against Infringement of Intellectual Property.....	38
4.20	Optional Ownership of Work Product	38
4.21	Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI).....	39
4.22	Training.....	40
4.23	Acceptance.....	40
4.24	Safety Warranty	40
4.25	Warranty	40
4.26	Conflict of Interest.....	40
4.27	Drug-Free Workplace.....	40
4.28	Discriminatory Vendor List	41
4.29	Public Entity Crimes.....	41
4.30	Scrutinized Companies	41
4.31	Licenses and Certifications	42
4.32	Subcontractors.....	42
4.33	Verbal Instructions	43
4.34	Litigation Venue	43
4.35	Addition, Deletion, or Modification of Services	43
4.36	Operation During Dispute.....	43
4.37	Contract Termination	43
4.38	Contractor Responsibilities	44
4.39	Supervision of Contract Performance.....	45
4.40	Monitoring of Work.....	45
4.41	Prompt Payment	45
4.42	Right To Audit Records.....	45
4.43	Copying Documents.....	46
4.44	Florida Public Records Law	46
4.45	Federal Compliance Provisions.....	47
4.46	Federal Emergency Management Agency (FEMA) Contract Requirements.....	51
4.47	Additional FEMA Requirements.....	51
5.0	CONTRACT	53
5.1.	Contract Instructions	53
5.2.	Contract.....	54
6.0	BID SUBMITTALS/ ATTACHMENTS	63
6.1	Bid Opening.....	63
6.2	Delivery of Bid.....	63
6.3	Bid Submittals.....	64
	Attachment A - Bidder's Certification.....	65
	Attachment B - Bid Price Form.....	66
	Attachment C - Addendum Receipt Verification	67
	Attachment D - Bidder's Questionnaire	68
	Attachment E - Conflict of Interest Disclosure Form.....	71
	Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies	72

Attachment G – MWBE/LDB Forms, NOT Applicable73
Attachment H - Current W9.....74
Attachment I – Proof of Insurance.....74
Attachment J - Letter of Bondability or Letter of Credit.....74
Attachment K – E-Verification Certification Form – NOT to be removed75
Attachment L – No Bid Response76



The Greater Orlando Aviation Authority (GOAA) uses an online solicitation platform powered by Mercell Source to Contract (Mercell)(formerly known as Negometrix USA) to:

- Post and accept submissions for Request For Quotes (RFQ) and Request for Information (RFI).
- Post only for Request for Proposals (RFP), Invitation For Bids (IFB) and Statement of Qualifications (SOQ).

GOAA encourages you to register on the Mercell platform and to add commodity codes to your account so that you will automatically be notified of solicitation opportunities with GOAA that may be of interest to your firm.

Register on Mercell

Registration is a simple and free process that takes only a few minutes. Please click the link below and fill out the registration form. GOAA believes that this online transition will be of benefit to all vendors, greatly reducing the time and cost attributed with printing and shipping multiple copies of solicitation responses. To register with Mercell follow the link: <https://app.negometrix.com/registration>.

If you already have a Mercell profile, you will not need to register again to participate in GOAA bids.

You can find all current GOAA solicitations at: <https://app.negometrix.com/buyer/5681>

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Mercell USA platform, after registering to submitting your first solicitation: <https://youtu.be/4mpFfFaPp2M>

Need Assistance?

The Service Desk for the Mercell USA platform is available from Monday – Friday, 7:00 am – 12:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support Page, <https://help.negometrix.com/en/support/home>, or find the contact information below:

Mercell Service Desk

Email: servicedesk.us@negometrix.com
Phone: (724) 888-5294

AMERICANS WITH DISBAILITIES ACT

GOAA does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodations as provided for the Americans with Disabilities Act or Section 86.26, Florida Statutes, should contact Amy Pendley, ADA Coordinator at 407-825-2006 as soon as possible, at least one full business day prior to any scheduled meeting.

1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date: **Sunday, August 7, 2022**

Pre-Bid GoToMeeting: **Tuesday, August 16, 2022, at 10:00 a.m. EST**

Deadline for submission of questions: **Monday, August 22, 2022 at 5:00 p.m. EST**

Release of Addendum: **Monday, August 29, 2022**

Deadline for return of Bid/Proposal: **Wednesday, September 7, 2022 at 11:00 a.m. EST**

Concessions/Procurement Committee:* **Monday, September 26, 2022**

Aviation Authority Board Meeting:* **Wednesday, October 19, 2022**

*Sunshine Meeting schedules are posted weekly on the Aviation Authority website.

1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders who will manufacture, furnish, sell, and deliver to the Aviation Authority various patterns of custom-made woven level loop and cut and loop carpet and all other items necessary or proper for, or incidental to, providing custom made woven level loop and cut and loop carpet to the Orlando International Airport ("OIA") in accordance with the Contract Documents. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

1.3 Solicitation Information

Bid documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website www.orlandoairports.net/purchasing or by visiting the Aviation Authority's online solicitation platform powered by Mercell (formerly Negometrix USA) at <https://app.negometrix.com/buyer/5681>.

- a. Mercell provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Mercell.
- b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.

- c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is **Monday August 22, 2022 at 5:00 p.m. EST**. Questions after this date and time will not be answered.
- d. Questions will be answered via addendum and posted to <https://app.negometrix.com/buyer/5681>.
- e. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on Mercell's website.
- f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.
- g. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.
- h. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on Mercell's website at: <https://app.negometrix.com/buyer/5681>
- i. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in **Section 6, Bid Submittals**.
- j. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- k. **Unless otherwise noted, Bidders shall submit *one Bid Response only*.**
- l. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid.
- m. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited

to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

1.4 Contract Period/Initial Term

- a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about December 1, 2022, and with the Aviation Authority having options to **renew the Contract for two (2) additional periods of one (1) year each**. The original contract prices shall be firm for the entirety of the initial contract period.
- b. The option year's compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below.

1.5 Price Escalation/De-Escalation (CPI)

- a. Using the methodology outlined below (**Section 1.5 a-f**), a price increase may be requested only at each time interval specified below.
- b. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of **120 days prior** to the contract renewal date.
- c. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- d. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for the current period	232.945
Less CPI for the base period	229.815

Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

- e. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department within the time frame in 1.5(b).
- f. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 5%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.
- g. All price adjustments must be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.
- h. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease when calculating any renewals, the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.
- i. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

1.6 Communications; Questions Regarding Specifications or Bidding Process

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.
- b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.
- c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or

messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.7 Evaluation of Bid Award

The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid meeting specifications.

- a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.
- b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
 - 1) Total Cost;
 - 2) Past Performance. In order to evaluate past performance, all Bidders are required to submit three (3) references illustrating a minimum of three (5) years' relevant service that are the same or similar in requirements and magnitude of this IFB. For company name and/or ownership changes, appropriate documentation shall be required. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;
 - 3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications;
 - 4) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.

1.8 Notice of Intent to Award Contract

Unless all Bids are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids,

the Aviation Authority reserves the right to determine the successful Bidder by the method approved by the Aviation Authority in its Policies and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Aviation Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

1.9 Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.

1.10 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Bidder and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Bidder to Bid on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

2.0 SPECIAL CONDITIONS

2.1 Bidder's Qualifications

- a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.
- b. Bidder(s) must be currently engaged in the business of manufacturing custom-made woven level loop and cut and loop carpet. Or if not manufacturer, Bidder shall be an authorized stocking wholesale distributor or retail dealer for each manufacturer represented herein for the duration of contract. By signing of Bid, prospective Bidder certifies that they are in "good standing" with, and currently approved to represent each proposed manufacturer product line. Bidder shall submit a letter of verification from manufacturer(s) with their Bid submittal.
- c. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.

2.2 Minimum Requirements

- a. Bidders that do not meet the minimum requirements listed herein as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
- b. Bidder must have a minimum of five (5) years experience performing **/providing the following:**
 - 1) Is currently engaged in the business of manufacturing custom-made woven level loop and cut and loop carpet.
 - 2) Shall be either the carpet manufacturer or an authorized distributor for products for which they submit a bid. Submitting a bid for a product/brand (or brands) for which a firm is not the carpet manufacturer or an authorized distributor shall render that firm's entire bid nonresponsive.
 - 3) Has satisfactorily provided custom-made woven level loop and cut and loop carpet for at least three (3) entities with contracts of similar size and

scope of this Contract during such five (5) years period immediately preceding the date.

- 4) Has the capability to accomplish the scope of work required in the Solicitation. This includes performance history on past and current contracts.
- c. Bidder shall submit with its Bid **one (1) carpet sample of patterns “A” and “D”, each of which shall be a minimum size of 18” x 27” and shall represent a full repeat of each type of carpet pattern “A” and “D”**. This sample shall be used by the Aviation Authority, in its discretion, to determine the Bidder’s ability to manufacture the carpet in accordance with the Specifications.
 - d. Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:
 - 1) Provide documentation that Bidder is either a manufacturer or an authorized distributor for carpet.
 - 2) Business License.
 - 3) Proof of insurance requirements. (Refer to Section 2.4)
 - 4) Proof Bidder can meet the Performance Bond requirements.(Refer to Section 2.4)

2.3 References

- a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of five (5) years of commercial service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor and its Subcontractors to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.
- b. The Aviation Authority reserves the right to inspect all facilities of the Bidder and its Subcontractors. The Aviation Authority reserves the right to reject any Bid if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

2.4 Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of Credit is required for this Contract.

- a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Term of the Contract in a penal sum equal to **Three Hundred Thousand Dollars (\$300,000.00)**.
- b. The Contractor may elect to provide the Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal **Three Hundred Thousand Dollars (\$300,000.00)**, and issued on the Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide the Aviation Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing the Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .
- d. Except as provided in this Performance Bond Section 2.4, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Proposal Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Aviation Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit **that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months**. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.
- e. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the

Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:

- 1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.
 - 3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.
 - 4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).
- f. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Contractor acknowledges

responsibility for any damages or costs incurred by the Aviation Authority due to its failure to comply with this Section 2.4.

- g. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
- 1) Proposal Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by the Aviation Authority, or on a form substantially the same as the Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Proposals are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
 - 2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - c) Is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
 - d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance

company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.

- h. Liability Insurance Companies furnishing insurance coverages required by these Special Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
- i. In the event that the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with **Section 4**, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- j. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.
- k. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
 - 1) Bid Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
 - 2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - c) Is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:

- a) Is authorized to conduct insurance business in the State of Florida;
 - b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
 - d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.
- I. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
- m. In the event that the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 4 of the Standard Terms and Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- n. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.5 Insurance Requirements

The Bidder's submittal shall demonstrate ability to meet all portions listed in this Section by providing evidence of one of the following: Certificate of Insurance on Acord form or form acceptable to Aviation Authority, signed affirmation of ability to comply from a licensed insurance agent, or insurance quote.

If awarded a Contract and prior to Notice to Proceed, the Awarded Contractor must attain and provide a Certificate of Insurance in compliance with this Section. At its

sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

a. **Commercial General Liability and Automobile Liability:**

- 1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence or not less than **Five Million Dollars (\$5,000,000)** per occurrence, for AOA access; and
- 2) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

b. **Workers' Compensation and Employer's Liability. Not applicable.**

c. **Professional/Errors & Omissions Liability Insurance. Not applicable.**

d. **Garage Liability Insurance. Not applicable.**

e. **Garagekeepers Insurance. Not applicable.**

f. **Crime Coverage. Not applicable.**

g. **Pollution/Environmental Liability Insurance. Not applicable.**

h. **Cyber/Privacy Liability Insurance. Not applicable.**

i. **Other Insurance Requirements.** Contractor agrees to the following as it relates to all above required insurance:

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- 7) The Aviation Authority is currently Contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.

- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.6 Airport Security

The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Aviation Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

2.7 Minority and Women Business Enterprise ("MWBE") Participation Program

Not Applicable.

2.8 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.9 Good Faith Effort for MWBE and LDB Participation Program

Not Applicable.

2.10 Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of the Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- c. The Aviation Authority shall pay the undisputed amount of the Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- d. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to the Contractor hereunder.
- e. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General Scope of Work

- a. The Contractor shall manufacture, furnish, sell, and deliver to the Aviation Authority various patterns of custom-made woven level loop and cut and loop carpet and all other items necessary or proper for, or incidental to, providing woven level loop and cut and loop carpet to the Orlando International Airport ("OIA") in accordance with this Specification.
- b. The carpet consists of several separate patterns. Samples of each pattern and color are available upon request for strike-offs by contacting the Senior Purchasing Agent listed on the cover page.
- c. Dates for delivery of carpet will be on an as-needed basis and must be scheduled with the Authority's Authorized Representative (AAR) 72 hours in advance.
- d. Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- e. Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect this project, but which is not covered under the scope of work, as provided in this Specification.
- f. All carpeted flooring, adhesives must meet the Carpet and Rug Institute's (CRI) Green Label and Green Label Plus standards that serve as the benchmark for low volatile organic compound (VOC) emissions for indoor air quality (IAQ).
- g. Provide a complete set of manufacturer's product specifications for each product with its response to this IFB (Refer to Section 2.2.c). The specifications should indicate such things as carpet/flooring construction, ASTM and other test results, The American Association of Textile Chemists and Colorists (AATCC) test score, and other precise measurements, tolerances, quality control measures, and inspection requirements.

3.2 Regulations

- h. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- i. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and

local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

- j. The Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives. The Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- k. During the performance of this Contract, the Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3.3 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

3.4 Materials Specification for Cut and Loop Carpet

Construction (**Pattern D**):

Carpet Pattern:	SP649/4 C&R
Pitch:	216 (T.T.B.)
Row:	8
Frames:	2
# of Colors:	3
Filling:	1800 Den Polypropylene
Stuffer:	1/3600 Den Polypropylene
Fine Chain:	6/2 POLYESTER
Wire Height:	.225 Cut & Loop
Yarn Type:	1288/5 100% Nylon
Pattern Repeat:	10 5/8"
Side Match:	18" Straight
Face Weight:	56.8 oz.
Total Weight:	81.4 oz.
Characteristics:	Test Method
Construction Units	ASTM1 D5793
Pile Weight	ASTM D5848
Total Weight	ASTM D5848
Fiber Identification	AATCC2 20
Yarn Ply	Visual

(REVISED PER ADDENDUM NO. 1)

Construction (Pattern E):

Type	Wilton, woven through back
Texture	Cut and Loop
Pitch	216
Wires/Inch	8.0
Wire Height	.225" minimum
Frames	3
Pile Weight	56 ounces per square yard, minimum
Pile Fiber	100% nylon, Antron Zeffron continuous filament
Yarn Ply	5
Dye Method	Solution
Backing Material	Synthetic
Back Coating	Latex
Total Weight	76 ounces per square yard, minimum

Characteristics:	Test Method
Construction Units	ASTM1 D5793
Pile Weight	ASTM D5848
Total Weight	ASTM D5848
Fiber Identification	AATCC2 20
Yarn Ply	Visual

Performance Requirements

Attributes	Test Method	Requirements
Flammability:		
Pill Test	ASTM D2859	Pass
Flooring Radiant Panel	ASTM E-648	Class 1
Colorfastness:		
To Light	AATCC 16E	4, after 200 hours
To Ozone	AATCC 129	4.0, after 2 cycles
To Crocking	AATCC 165	5.0 (Wet and Dry)
To Wet Cleaning	AATCC 171	4.0, after 3 cycles
Static	AATCC 134	3.5 kV Maximum.
Tuft Bind	ASTM D-1335	10 lbs. Minimum loop only
Pattern Bow	1" Maximum	
Pattern Bias	1-1/2" Maximum	
Pattern Repeat	1.44 inch in 24 feet	
Indoor Air Quality compliance	ASTM D5116	CRI Green Label or Show equivalent

Note: The pile yarn shall have sufficient twist or entanglement to assure acceptable performance and in combination with the latex encapsulation shall be sufficient to prevent pilling and fuzzing.

3.5 Materials Specification for Woven Level Loop Carpet

Construction (Patterns A, B, and C) – 42 ounces Pile Weight

Type	Wilton, woven through back
Texture	Level Loop
Pitch	216
Wires/Inch	8.0 minimum
Wire Height	.230" minimum
Frames	3
Pile Weight	42 ounces per square yard, minimum
Pile Fiber	100% continuous filament nylon with anti-static and anti-soil protection
Yarn Ply	2, 3, and 4 minimum
Dye Method	Solution
Backing Material	Synthetic
Back Coating	Latex
Total Weight	65 ounces per square yard, minimum

Construction (Pattern F)– 57 Pile Weight

Type	Wilton, woven through back
Texture	Level Loop
Pitch	216
Wires/Inch	8.0 minimum
Wire Height	.225" minimum
Frames	3
Pile Weight	57 ounces per square yard, minimum
Pile Fiber	100% continuous filament nylon with anti-static and anti-soil protection
Yarn Ply	5 minimum
Dye Method	Solution
Backing Material	Synthetic
Back Coating	Latex
Total Weight	75 ounces per square yard, minimum

Performance Requirements (for all patterns):

Attributes	Test Method	Requirements
Flammability:		
Pill Test	ASTM D-2859	Pass
Flooring Radiant Panel	ASTM E-648	Class 1

Colorfastness:		
To Light	AATCC 16E	4, after 200 hours
To Ozone	AATCC 129	4, after 2 cycles
To Crocking	AATCC 165	5.0 (Wet and Dry)
To Wet Cleaning	AATCC 171	4.0, after 3 cycles
Static	AATCC 134	3.5 kv, Maximum
Tuft Bind	ASTM D-1335	10 lbs. Minimum
Pattern Bow >>>>>	1" Maximum	
Pattern Repeat	Not applicable	1.44 inch in 24 feet
Indoor Air Quality Compliance	ASTM D-5116	CRI Green Label or show Equivalent

Note: The pile yarn shall have sufficient twist or entanglement to assure acceptable performance and in combination with the latex encapsulation shall be sufficient to prevent pilling and fuzzing. Bidder will provide a complete set of manufacturer's product specifications for each product with its response to this IFB (Refer to Section 2.2.c). The specifications should indicate such things as carpet/flooring construction, ASTM and other test results, The American Association of Textile Chemists and Colorists (AATCC) test score, and other precise measurements, tolerances, quality control measures, and inspection requirements.

3.6 Contractor's Performance Requirements

- a. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

3.7 Warranty

- a. The Contractor warrants its workmanship and shall replace all defective carpet together with the cost to repair or install replacement carpet, including labor and parts.
- b. Contractor-furnished materials that develop defects during the installation or warranty period shall also be replaced without additional cost to Aviation Authority.
- c. The Contractor warrants replacing, at no additional charge to the Aviation Authority, carpet that develops performance and or visual related defects (refer to Section 3.3 of the Specification) during the specified warranty period as follows:

Wear	10 years	Dimensional Stability	5 Years
Colorfastness	3 years	Pilling/Fuzzing	3 years
Tuft Bind	3 years		

- d. Contractor shall furnish to the Aviation Authority copies of Manufacturer's warranties (see Attachment D) .
- e. The AAR will notify the Contractor promptly in writing of any defective carpet discovered and the Contractor shall have 120 days to replace the defective carpet.

3.8 Quality Control

- 1) The Contractor shall maintain production and quality control records for review by the AAR.
- 2) Within forty five (45) days of commencement of production, Contractor shall provide copies of test reports indicating compliance with the Specification as described in Sections 3.4 and 3.5.
- 3) At least ten (10) days prior to shipment, Contractor shall provide independent lab reports demonstrating that the carpet conforms to the Specification and performance standards as described in Sections 3.4 and 3.5, and such reports shall be provided to AAR, at the following address:

**Greater Orlando Aviation Authority
Maintenance Interiors Manager
8550 Casa Verde Road
Orlando, FL 32827**

- 4) Carpet shall be free of any visual defects, such as wire marks, tension lines, streaks or blemishes.

- 5) Upon notice, the manufacturing facilities shall be made available to the AAR for inspection during the production of the carpet. During any inspection visits, the AAR may take samples for confirmation testing and review quality control records.
- 6) The Woven Level Loop and Cut and Loop Carpet patterns and colors shall fully match the Aviation Authority's current patterns and colors.
- 7) The Aviation Authority reserves the right, at its sole discretion, to refuse to accept any shipment that has any visual defects.
- 8) Carpet must be manufactured in North America to allow the Aviation Authority to conduct site visits.

3.9 Samples

Any time during the duration of the contract, the Aviation Authority may request additional carpet samples. In this event, the Aviation Authority will allow the bidder/authorized dealer a maximum of fourteen (14) calendar days after written request to provide the sample or samples required.

3.10 Ordering and Delivery of Goods

- a. All carpet shall be ordered on an as-needed basis. Delivery must be scheduled 72 hours in advance with the AAR.
- b. All carpet referenced under this Contract shall be procured by an Aviation Authority Purchase Order(s).
- c. All items shall be F.O.B. Destination, Freight Prepaid (i.e., seller pays freight charges, seller owns goods in transit, and seller files any freight claims), to the Aviation Authority, at:

**Greater Orlando Aviation Authority
Orlando International Airport
Material Control Center, Building 811
8652 Casa Verde Road
Orlando, Florida 32827-4363**

- d. The Material Control Center, will contact the AAR upon arrival of the Contractor or Contractor's delivery agent. The Contractor shall be escorted by the AAR, or the AAR's designee, to the installation or storage location on the Aviation Authority property. Unloading shall be performed by a third party designated by the AAR.
- e. The Aviation Authority shall receive delivery of items within 120 days of a purchase order being issued to the Contractor.
- f. The Aviation Authority's Contract number and Purchase Order number shall be referenced on all correspondence, including delivery and invoice documents.

- g. The Aviation Authority's item Number shall be referenced on delivery and invoice documents.
- h. Prior to each shipment, the Contractor shall contact the AAR at 407/825-2158, for authorization to ship and fax or e-mail a copy of the delivery receipt with carpet roll size, square yardage, manufacturer roll number and Pattern Type.

3.11 Exhibits

Exhibits are attached hereto and incorporated herewith.

- a. Exhibit 1 – 4 Pictures of Carpet

Design ID: SP649
Design Size: 1ft 6in x 10.63in
Ends*Rows: 144 x 85
Quality: 8 x 8 per Inch
Match: Straight
Print Scale: 1:1 (Full Scale)
Print Size: 1ft 6in x 10.63in
Repeats: 1 x 1

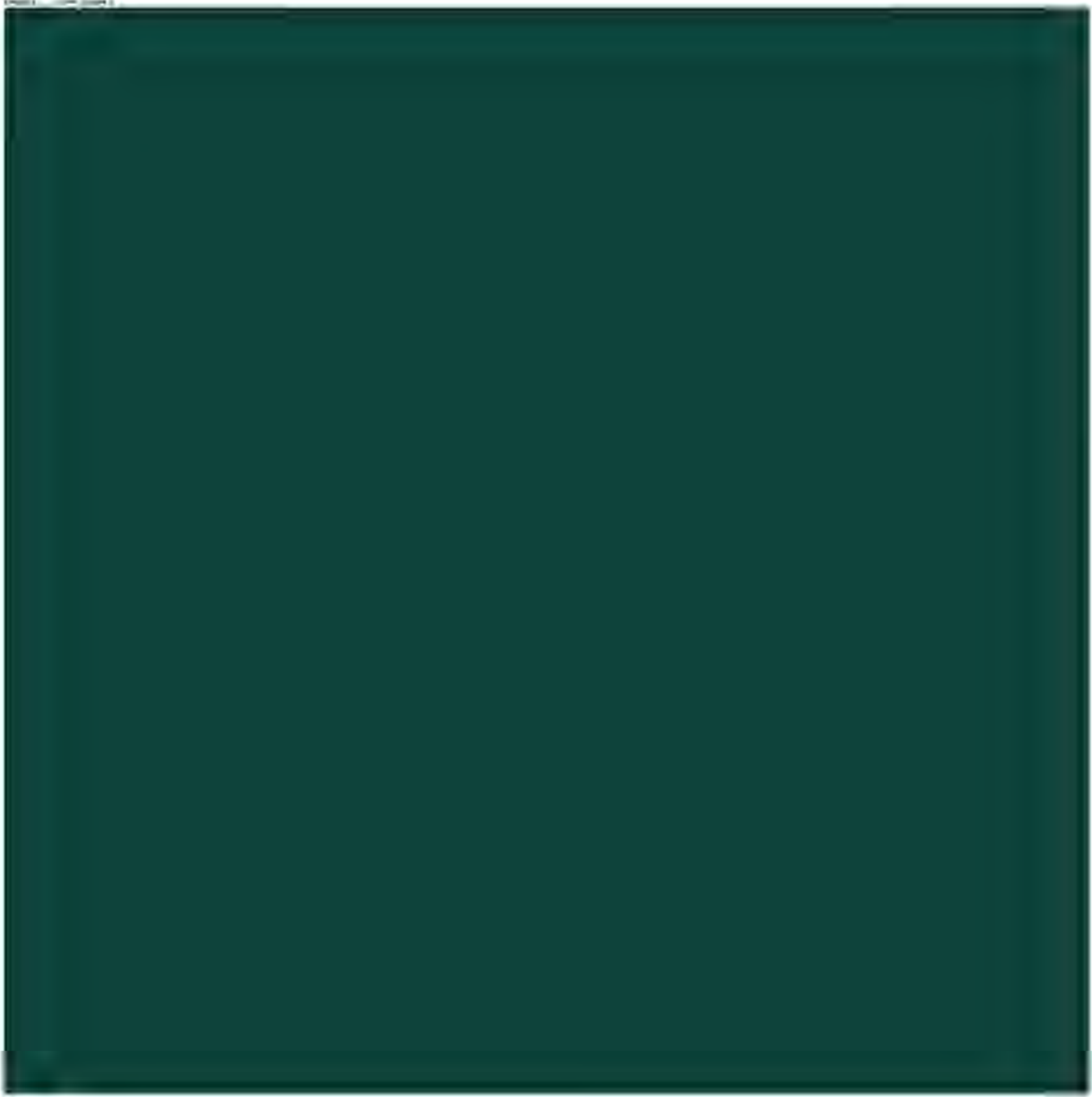
23-104 IFB Woven Level Loop Carpet & Cut and Loop Carpet
Exhibit - Carpet D



Copyright © 2022 Bloomsburg Carpet Ind., Inc.

1 (14,56,52)	2 (200,200,200)	3 (95,121,135)	4 (113,19,24)	5 (234,174,134)
61.93%	5.36%	16.71%	8.12%	7.88%
144	46	110	64	66
6121 TWILIGHT GREEN	6178 PEARLESCENCE	6013 HUNTER GREEN	6028 WINE	6154 APRICOT

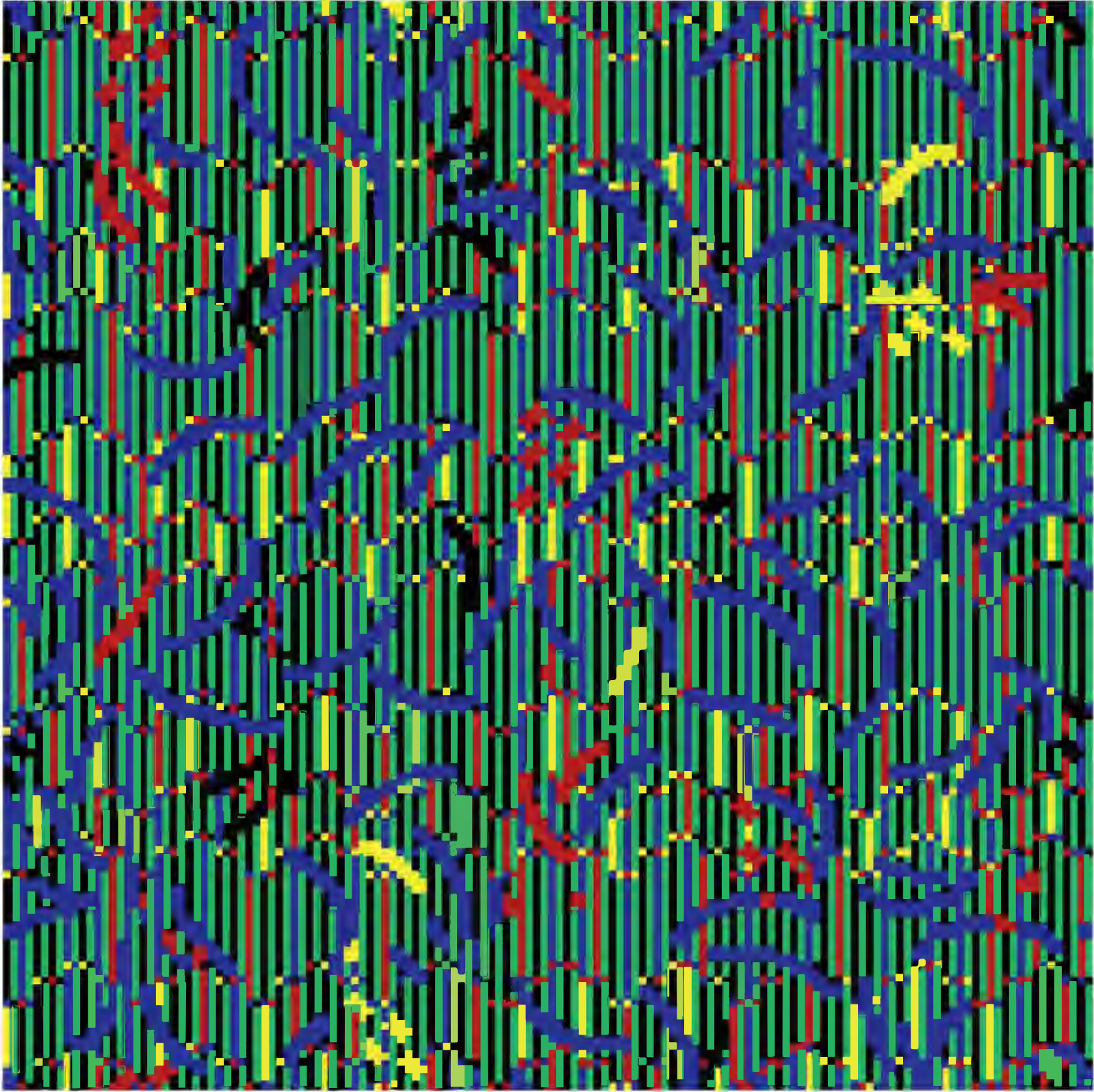
**23-104 IFB Woven Level Loop Carpet & Cut and Loop Carpet
Exhibit - Carpet E**



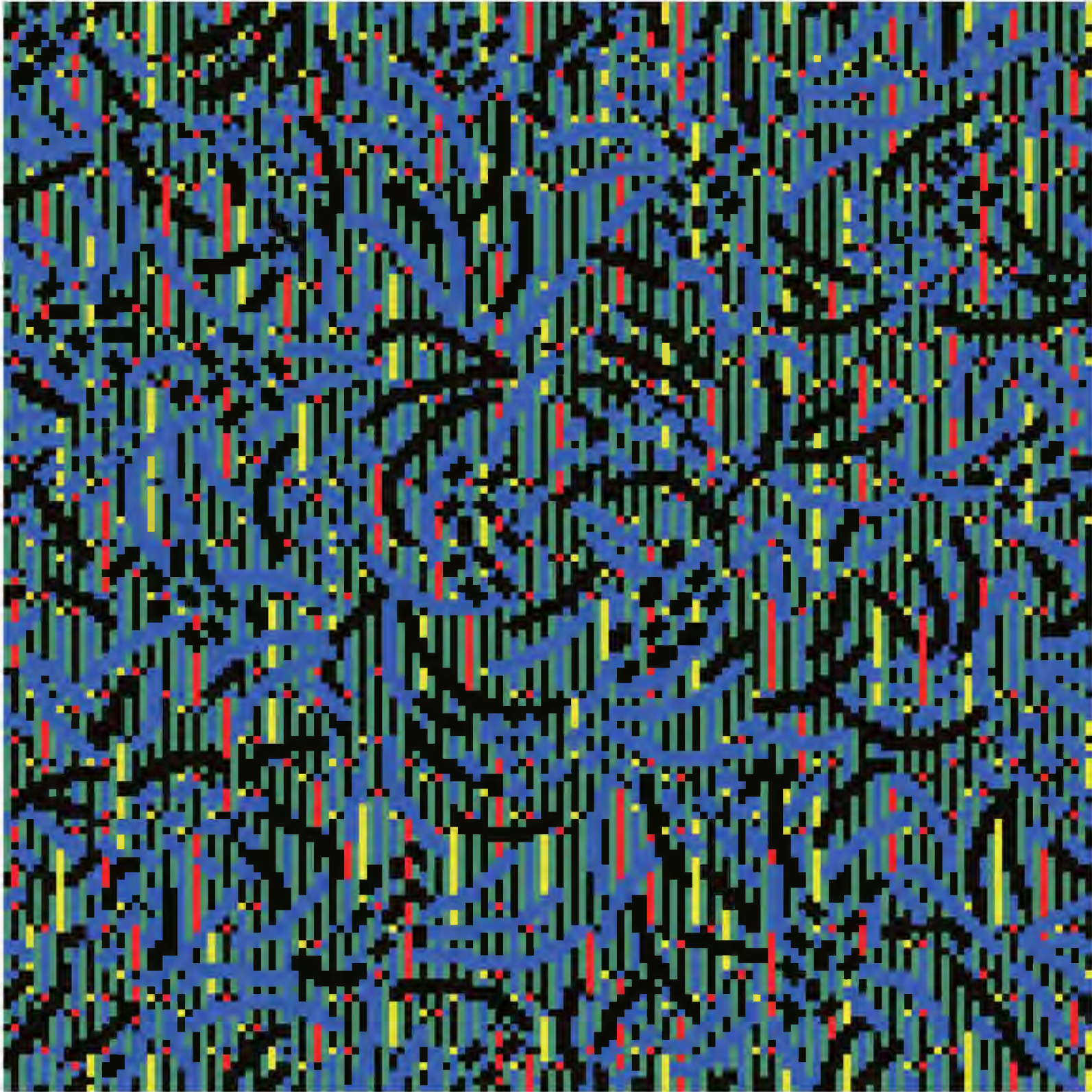
23-104 IFB Woven Level Loop Carpet & Cut and Loop Carpet
Exhibit - Carpet A

ATTACHMENT "A3-1"

Design ID: 00AA_Carpet A



23-104 IFB Woven Level Loop Carpet & Cut and Loop Carpet
Exhibit - Carpet B



4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their Bid has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Bid shall conform to applicable policies of the Aviation Authority.

4.2 Additional Terms & Conditions

The Aviation Authority reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.

4.3 Purchasing Contracts With Other Governmental Entities

Aviation Authority permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting Contract will be responsible for execution of its own requirements with the awarded Contractor(s).

4.4 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the

agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

4.5 Whistle Blower Reporting Line

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its Subcontractors or laborers, it shall promptly report such activity at 877-370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

4.6 EEO Statement

Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Aviation Authority is an equal opportunity employer.

4.7 Federal Fair Labor Standards Act

All Contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4.8 Occupational Safety And Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any

claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

4.9 Discounts

All discounts, **EXCEPT THOSE FOR PROMPT PAYMENT**, shall be considered in determining the lowest net cost for Bid evaluation purposes.

4.10 Pricing

All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

4.11 Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

4.12 Taxes

The Aviation Authority is exempt from Federal excise taxes and all sales taxes.

4.13 Errors

In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

4.14 Silence of Specifications

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

4.15 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor

assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least sixty (60) days prior notice.

4.16 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests

between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

4.17 Patents and Royalties

The Contractor, without exception shall indemnify and save harmless the Aviation Authority and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Aviation Authority. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

4.18 Software License to Contractor

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Contract and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however, the Aviation Authority may make copies of the software expressly for backup purposes.

4.19 Warranty Against Infringement of Intellectual Property

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Contractor will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this Contract and refund to the Aviation Authority the payments actually made to Contractor under this Contract.

4.20 Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Contractor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual

Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

4.21 Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

4.22 Training

If specified, supplier(s) may be required at the convenience of the Aviation Authority, to provide employees training in the operation and maintenance of any items(s) purchased from this Solicitation.

4.23 Acceptance

Items may be tested for compliance with the Specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost may be charged against the Contractor.

4.24 Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

4.25 Warranty

The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Solicitation shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Aviation Authority by any other provision of this Solicitation.

4.26 Conflict of Interest

The award hereunder is subject to provisions of the laws of the State of Florida. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Contractors must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

4.27 Drug-Free Workplace

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or Contractual services, a Bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

4.28 Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a Contract to provide goods or services to a public entity, shall not submit a Bid on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a Contractor, supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

4.29 Public Entity Crimes

All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

4.30 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an

opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

4.31 Licenses and Certifications

The awarded Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. The successful Contractor is responsible for obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements.

4.32 Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor. In the event a qualified Subcontractor is employed, the Contractor shall:

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.
- f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB

certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

4.33 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

4.34 Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

4.35 Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of this Contract at any time without cause, and if such right is exercised by the Aviation Authority, the total fee shall be reduced or increased by a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.

4.36 Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

4.37 Contract Termination

The Contract resulting from this Bid shall commence upon issuance and acceptance of the fully executed Contract. The Aviation Authority retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by the Aviation Authority, provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

a. **Termination for Cause**

- 1) If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants or stipulations of this Contract, the Aviation Authority shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date.
- 2) Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Contract by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this Contract and shall not relieve Contractor of its liability to the Aviation Authority for damages.

b. **Termination for Convenience of Aviation Authority**

The Aviation Authority may terminate this Contract at any time for any reason or no reason at all by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.

c. **Termination for Convenience of Contractor**

Contractor may terminate this Contract by giving at least one hundred eighty (180) days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

4.38 Contractor Responsibilities

Contractors, by submitting a Bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the Aviation Authorized Representative (AAR), and that telephone contact and mail correspondence may, in some cases, not be appropriate. Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract/Bid.

4.39 Supervision of Contract Performance

During the term of this Contract, the AAR or designee, shall act on the behalf of the Aviation Authority, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. These must be approved by the Aviation Authority's Chief Executive Officer or the Aviation Authority Board depending on the circumstances.

4.40 Monitoring of Work

The Contractor shall provide the AAR with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the Aviation Authority.

4.41 Prompt Payment

For payment promptness, the Aviation Authority shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Aviation Authority does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Contractor shall submit for payment by the Aviation Authority the amounts billed to Contractor by Subcontractors in the billing/payment request submitted first after receipt of the applicable Subcontractor invoice. Contractor shall remit payment to Subcontractors/suppliers, based upon Subcontractors/suppliers invoice, not later than seven (7) days following receipt of payment from the Aviation Authority if Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen (15) days from payment by the Aviation Authority if Aviation Authority makes payment through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

4.42 Right To Audit Records

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an

authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Contract—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

4.43 Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

4.44 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-7105; EMAIL ADDRESS, WWW.ORLANDOAIRPORTS.NET/PUBLICRECORDS; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

4.45 Federal Compliance Provisions

Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to 2 C.F.R. Part 200, Appendix II. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

a. **Equal Employment Opportunity**

For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

b. **Davis-Bacon Act**

For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.

c. **Contract Work Hours and Safety Standards Act**

For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or Bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

e. **Debarment and Suspension**

- 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award.
 - a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c) This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and the Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d) The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **Clean Air Act and the Federal Water Pollution Control Act**

For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

g. **Energy Policy and Conservation Act**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

h. **Federal System for Award Management**

A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.

i. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

j. **Procurement of Recovered Materials**

- 1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
- 3) Meeting Contract performance requirements; or

- 4) At a reasonable price.
- 5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6) Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.46 Federal Emergency Management Agency (FEMA) Contract Requirements

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless there are circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be at the standard or non-standard working hours at the discretion of the Aviation Authority.** If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. <https://www.fema.gov/grants/procurement>

4.47 Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non - Federal entity Contracts. FEMA, pursuant to this Aviation Authority, may require the following:

- a. **Access to Records.** The following access to records requirements apply to this Contract:
 1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
 4. In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

c. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

d. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0 CONTRACT

5.1. Contract Instructions

- a. The Aviation Authority shall notify the Bidder of the Aviation Authority's intent to make an award and the Bidder shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Bidder to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:
 - 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
 - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
 - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having the authority to bind the company.
 - 4) If the Contractor is a sole proprietorship, the owner shall sign the Contract.
- a. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.
- b. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

5.2. Contract

This Agreement/Contract is made and entered into effective as of the ____ day of 20____, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and _____, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, materials, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing BID 23-104, Woven Level Loop And Cut and Loop Carpet for the Orlando International Airport, at the Orlando International Airport**, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Bid Price Form Page** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal

By: _____

Its: _____

Date: _____

Attest:

Secretary

"CONTRACTOR"

WITNESSED BY:

(Name of Contractor)

(Seal)

By: _____

(Signature of Owner or General Partner)

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

Date: _____

Performance Bond No.: _____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that _____

_____, hereinafter called Principal, and

_____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **Three Hundred Thousand Dollars (\$300,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Bid 23-104, Woven Level Loop And Cut and Loop Carpet for the Orlando International Airport**, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that the Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or

entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by the Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

(Seal)

Name of Surety

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Arrowney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that _____ who signed the said Bond(s) on behalf of the Principal was then _____ of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by the authority of its governing body.

Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$300,000.00**

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____
[Company Name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or designee, and must provide the following:

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Purchasing Bid 23-104, Woven Level Loop And Cut and Loop Carpet for the Orlando International Airport**, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Contract"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Contract in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract Purchasing Bid 23-104, Woven Level Loop And Cut and Loop Carpet for the Orlando International Airport, by and between the Company and the Aviation Authority (the "Contract").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals **Three Hundred Thousand Dollars (\$300,000.00)**; or
- C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Contract in accordance with such terms, and that the amount of the required replacement bond or letter of credit is **Three Hundred Thousand Dollars (\$300,000.00)**.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

6.0 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **11:00, Wednesday, September 7, 2022** in sealed envelopes bearing the words "**Purchasing Bid 23-104, Woven Level Loop and Cut and Loop Carpet for the Orlando International Airport.**"
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

One hardcopy marked "ORIGINAL" with **One** Printed Original Bid Price Form.

One hardcopy marked "COPY" with **One** Printed Copy Bid Price Form.

One COMPLETE electronic copy on a USB drive in PDF format. The Submittal in PDF format shall have *navigational bookmarks* inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.

The Bid Price Form Excel spreadsheets shall not be recorded in PDF.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

6.2 Delivery of Bid

- a. It is the sole responsibility of the Bidder to ensure that their Bid reaches the Purchasing Department. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

**Greater Orlando Aviation Authority
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338**

- b. Bidders should include the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope. Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Bid shall be rejected as non-responsive regardless of where or when it is received.
- c. Bidders are cautioned that they are solely and strictly responsible for delivery to the specific location cited prior to the specified opening date and time. Therefore, if your Bid is delivered by an express mail carrier or by any other means, it is solely your responsibility to ensure delivery to the above address. The Purchasing Department will not be responsible for deliveries made to any place other than the specified address.
- d. **The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Bid. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Late Bids will be returned to the Bidder unopened.**

6.3 Bid Submittals

Bid must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. The following attachments and forms must be completed, signed and turned in as part of your Bid submittal package.

Failure to complete and turn in the required forms may result in your Bid being determined non-responsive and not considered for award.

- Attachment A -Bidder's Certification Form.
- Attachment B - Bid Price Form.
- Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.
- Attachment D - Bidder's Questionnaire - includes the References' Form.
- Attachment E - Conflict of Interest Disclosure Form.
- Attachment F – Scrutinized Company Certification Form.
- Attachment G - MWBE/LDB/VBE Participation Forms. **Not Applicable**
- Attachment H - Bidder's W-9.
- Attachment I - Certificate of Insurance.
- Attachment J - Letter of Bondability.
- Attachment K – E-Verification Certification Form.
- Attachment L - No Bid Response Form, if applicable.

Attachment A - Bidder's Certification

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I agree to abide by all conditions of this Solicitation and understand that a background investigation may be conducted by the Aviation Authority prior to start of Contract.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Bidder as its act and deed and that the Bidder is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Bidder has a financial interest in this Solicitation. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	Sworn to and subscribed before me by means of:
	<input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature	this day of _____ 20__
Print Name and Title	by _____ who is
	<input type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
	(STATE OF FLORIDA Seal
Date	COUNTY OF _____)
Duns Number	
Federal Tax Id Number	Notary Signature: _____
	Notary Public My Commission Expires:
Email:	Printed, typed or stamped commissioned name of Notary Public

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers.

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 23-104**

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 6.

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services.

The Bidder agrees to furnish all labor, supervision, materials, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, the refurbishment and repair of wood furniture, located throughout the terminal building at the Orlando International Airport as specified herein. The work includes, but is not limited to, coordination, pick-up, delivery, refurbishment and repair based on a schedule provided by the Aviation Authority as described in the Contract Documents.

23-104 Woven Level Loop and Cut and Loop Carpet

TOTAL THREE (3) YEAR BID PRICE:

_____ \$ _____
(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Bid Form Price Sheet (Excel Worksheet) as the "Total Three (3) Year Bid Price."

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Attachment C - Addendum Receipt Verification

Bidders must acknowledge each addenda on this form and include with your Bid submittal. Failure to acknowledge and upload EACH addenda may result in a non-responsive Bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Company

Signature

Print Name

Title

Attachment D - Bidder's Questionnaire

The following questionnaire is to be completed by the Bidder and provided with its Bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. CONTACT INFORMATION

Name of Company	
Contact Individual	
Contact Address	
City, State, Zip	
Telephone Number	
Email Address	

2. AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign Contracts and related documents to which the Bidder will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Bidder should provide with their Bid submittal proof of authorization.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>

3. EXPERIENCE

- a. Years in business: _____
- b. Years in business under this name: _____
- c. Years performing this type of work: _____

4. MANUFACTURER: Bidder is confirming that carpet shall be manufactured in North America.

5. REFERENCES: List a minimum of three (3) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Bidder's capabilities and experience. **Note: A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them.** Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Attachment E - Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment G – MWBE/LDB Forms, NOT Applicable

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ►
Go to www.irs.gov/FormW9 for instructions and the latest information.

Attachment I – Proof of Insurance

The Bidder's submittal shall demonstrate ability to meet all portions listed in this Section 2.5 Insurance Requirements by providing evidence of one of the following:

Certificate of Insurance on Acord form or form acceptable to Aviation Authority, Signed affirmation of ability to comply from a licensed insurance agent, or with an insurance quote.

Attachment J - Letter of Bondability or Letter of Credit

Each Bidder shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other. As described in Section 2– Special Conditions. Note the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in the Submittal Documents.

Attachment K – E-Verification Certification Form – NOT to be removed

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Bidder, Vendor or Contractor).

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

I hereby acknowledge and agree that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

Company Name: _____

Authorized Name: _____ Title: _____

Signature: _____ Date _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (Date)

Notary Public Signature _____

Attachment L – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

If your firm is unable to submit a Bid at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338**

We have received Invitation for Bids, **23-104, Woven Level Loop and Cut and Loop Carpet for the Orlando International Airport, opening at 11:00 a.m. EST, Wednesday, September 7, 2022,** at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed